CARROLL COUNTY SCHOOLS CARROLLTON, KENTUCKY

CONTRACT EMPLOYING INTERIM SUPERINTENDENT

This AGREEMENT, made and entered effective the 1st day of July, 2017, by and between the BOARD OF EDUCATION OF CARROLL COUNTY, (hereinafter the "BOARD"), party of the first part, and RON LIVINGOOD, (hereinafter referred to as the "INTERIM SUPERINTENDENT"), party of the second part, and authorized by action at a lawful meeting of the BOARD held on the 29th day of June, 2017.

WITNESSETH:

NOW, THEREFORE, the BOARD and INTERIM SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

I. TERM OF EMPLOYMENT

The INTERIM SUPERINTENDENT is hereby hired and retained for the term commencing on July 1, 2017, and continuing thereafter through June 30, 2018, as Superintendent of Schools for the Carroll County Schools, Carroll County, Kentucky.

II. DUTIES

The duties and responsibilities of the INTERIM SUPERINTENDENT shall be all those duties incident to the Office of Superintendent imposed by the law and regulations of the Commonwealth of Kentucky and in keeping with Board policy. Other duties and responsibilities as may be

needed from time to time may be assigned to the INTERIM SUPERINTENDENT by the BOARD.

III. OUTSIDE ACTIVITIES

(a) The INTERIM SUPERINTENDENT and BOARD recognize the advisability and on occasion the necessity of the INTERIM SUPERINTENDENT to attend seminars, courses, or programs conducted or sponsored at the local and state levels. The BOARD shall permit a reasonable amount of time for the INTERIM SUPERINTENDENT to attend such meetings, and agrees to pay the necessary fees, travel and subsistence expenses as it may approve or as may be provided for in local board policy.

IV. COMPENSATION:

During the term of this Contract, the INTERIM SUPERINTENDENT shall be compensated at the daily rate of Three Hundred Seventy-Four Dollars (\$374.00) per workday. The compensation herein provided shall be paid in bi-monthly installments on the same dates administrators employed full-time by the school district are paid.

V. WORKING DAYS AND BENEFITS

a. Working Days -- It is understood and agreed that the school year, from July 1 through June 30 during the term of this AGREEMENT, shall consist of 220 working days. If the INTERIM SUPERINTENDENT elects to be away from the job for five (5) or more days consecutively, this shall be subject to BOARD approval. Days not worked by the INTERIM SUPERINTENDENT shall be noted in the minutes of the next regularly-scheduled BOARD meeting after said days are taken.

- b. <u>Health Insurance</u> -- Health insurance shall be provided as authorized by Board Policy for other certified employees, and consistent therewith.
- c. <u>Expenses</u> -- the BOARD shall pay or reimburse INTERIM SUPERINTENDENT for reasonable expenses approved by BOARD and incurred by INTERIM SUPERINTENDENT in the continuing performance of his duties under this AGREEMENT, as determined by the BOARD and according to Board Policy.
- d. Professional and Civic Dues -- The BOARD recognizes the mutual benefits derived by the INTERIM SUPERINTENDENT and the BOARD of the INTERIM SUPERINTENDENT's membership in certain professional and civic organizations. The BOARD agrees to pay dues for three (3) professional organizations such as the KASA, KASS and ASCD.
- e. <u>Automobile Expenses</u> -- The INTERIM SUPERINTENDENT shall be reimbursed for mileage per Board Policy.
- f. Retirement Benefits -- The INTERIM SUPERINTENDENT shall have the same retirement benefits as provided certified employees under the Kentucky Teachers Retirement System and as in Board Policy.

VI. BOARD POLICY:

The INTERIM SUPERINTENDENT'S duties and obligations are governed by Board Policy unless otherwise specifically modified herein. All employment benefits provided to

the INTERIM SUPERINTENDENT are as specifically enumerated in this Agreement and shall supersede any general policy applicable to other employees of the BOARD.

VII. TERMINATION OF EMPLOYMENT AGREEMENT:

This Agreement may be terminated as specified in the Board's policy and shall also be subject to termination as follows:

- (a) By expiration of the term of this Agreement;
- (b) Mutual agreement of the parties in writing; and,
- (c) Discharge for cause.

VIII. NOTICE:

Any notice of communication permitted or required under the terms of this Agreement shall be in writing and shall become effective on the day of the mailing thereof by registered or certified mail, postage prepaid, and addressed:

If the BOARD, addressed to:

Carolyn Jones, Chairperson Board of Education of Carroll County Schools 813 Hawkins Street Carrollton KY 41008

If to INTERIM SUPERINTENDENT, addressed to:

By Personal Delivery

Ron Livingood 2138 Ky Hwy 491 De Mossville KY 41033

IX. <u>SEVERABILITY:</u>

If, during the term of this Agreement, it is found that a specific clause hereof is illegal or otherwise unenforceable, the remainder of the Agreement not affected thereby shall remain in full force and effect.

X. FULL AGREEMENT:

This Agreement, which shall be executed in duplicate originals, contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, understandings and communications between the parties concerning the subject matter hereof, whether oral or written, and shall be construed in accordance with the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, the BOARD and INTERIM SUPERINTENDENT have caused this Agreement to be executed in their respective names and in the case of the Board, by its Chairperson, on the day and year first above written.

BOARD OF EDUCATION, CARROLL COUNTY, KENTUCKY

BY: Carolyn Jones, Chairperson

Ron Livingood, Interim Superintendent

COMMONWEALTH OF KENTUCKY) Sct.
COUNTY OF CARROLL)

I, TRACE CRAKETOY , Notary Public within and for the State
and County aforesaid do certify that on this date the foregoing instrument of writing was
produced to me in my County by Carolyn Jones, Board of Education of Carroll County,
Kentucky, and executed this Agreement for and on behalf of the Board of Education as her free
act and deed and that she is known to me and is the person who executed this instrument.
My commission expires:
Witness my hand on this the 29 day of June, 2017.
Notary Public, KY, State at Large
COMMONWEALTH OF KENTUCKY)) Sct. COUNTY OF CARROLL)
I, TOCK CRANTON , Notary Public within and for the State
and County aforesaid do certify that on this date the foregoing instrument of writing was
produced to me in my County by Ron Livingood, party thereto, and was by him signed,
acknowledged and delivered as and for his free act and deed.
My commission expires: <u>QUU, 2018</u>
Witness my hand on this the day of June, 2017.
Notary Public, KY, State at Large